

ENCROACHMENT PERMIT

Pursuant to minute action of the City Council of the City of Riverside on March 4, 1986, permission is hereby granted to J.D. Diffenbaugh as General Contractors for owners of adjacent parcel

their heirs and assigns, hereinafter referred to as "Permittee" to use and occupy the following described property.

That portion of the public street right of way lying adjacent to the NE'ly R/W line of Ninth St. between Lemon St. and Lime St., as shown by the attached Exhibit "A",

in accordance with the terms hereof.

1. Permittee shall use and occupy the described property only in the manner and for the purposes as follows:

Construction and maintenance of a 6' high chain link construction fence and placement of a construction trailer in the public right of way in accordance with the attached Exhibit "A".

- 1a. Permit shall expire on May 1, 1987, or at such time prior to this date that construction is complete and the City determines that the fence and/or trailer are no longer necessary.
- 1b. Permittee shall coordinate installation of the facilities with the Public Works Dept. Traffic Engineering Division to assure proper sign placement and necessary safety precautions are taken.
- 1c. Permittee shall be responsible for restoring any damaged curb, gutter, sidewalk, or pavement to its original condition or better, to the specifications of the Public Works Department.

2. Permittee, by acceptance of the benefits hereunder, acknowledges title to the property to be in the City of Riverside and waives any right to contest the validity of the dedication or grant.

3. Permittee acknowledges that the described property is the site of a proposed or planned public improvement and that, accordingly, all rights and privileges of use permitted shall cease and expire upon notice of revocation by the City. Upon the expiration or revocation, Permittee shall, within the time prescribed by the City, remove all improvements or obstructions placed, constructed or maintained by the Permittee. If the Permittee fails to abide by the removal order of the City within the time prescribed, the City shall have the right to remove and destroy the improvements without reimbursement to the Permittee and the cost of such removal shall be paid by the Permittee to the City of Riverside and shall constitute a debt owed to the City of Riverside.

4. Permittee, by acceptance hereof, waives the right of claim, loss, damage or action against the City of Riverside arising out of or resulting from revocation, termination, removal of the improvements or any action of the City of Riverside, its officers, agents or employees taken in accordance with the terms hereof.

5. Finding and determination by the City Council of the City of Riverside that the Permittee, or his heirs and assigns or successors in interest, are in default of the terms hereunder shall be cause for revocation.

6. Permittee herewith agrees to hold the City of Riverside harmless from and against all claims, demands, costs, losses, damages, injuries, action for damages and/or injuries, and liability growing or arising out of or in connection with the construction, encroachment, and/or maintenance to be done by Permittee or his agents, employees or contractors within the described property.

DATED: 3-11-86

CITY OF RIVERSIDE, a municipal corporation

By C. D. Brown Mayor

Attest Alice R. Haw City Clerk

The foregoing is accepted by:

W. D. Wolfe
(Signature(s) of Permittee)

APPROVED AS TO CONTENT
Robert C. Chabon
Department Head

APPROVED AS TO FORM
John Woodhead
City Attorney

CITY MANAGER APPROVAL
Robert E. Temont
for City Manager